

# The Gazette of India

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## NOTICE

The undermentioned Gazettes of India Extraordinary were published upto the 6th August, 1962:—

Issue No.	No. and Date	Issued by	Subject
266	S.O. 2503, dated 4th August, 1962.	Election Commission, India,	Appointment of Assistant Electoral Registration Officer and Electoral Registration Officer in respect of each of the Parliamentary Constituencies in the Union Territory of Delhi.
267	S.O. 2504, dated 6th August, 1962.	Ministry of Information & Broadcasting.	Approval of film specified therein.

Copies of the Gazettes Extraordinary mentioned above, will be supplied on indent to the Manager of Publications, Civil Lines, Delhi. Indents should be submitted so as to reach the Manager within ten days of the date of issue of these Gazettes.

## PART II—Section 3—Sub-section (ii)

**Statutory orders and notifications issued by the Ministries of the Government of India (other than the Ministry of Defence) and by Central Authorities (other than the Administration of Union Territories).**

## ELECTION COMMISSION, INDIA

*New Delhi, the 28th July 1962*

**S.O. 2567.**—It is hereby notified for general information that the disqualification under clause (c) of section 7 of the Representation of the People Act, 1951, incurred by the person whose name and address are given below, as notified under notification No. WB-P/7/62(7), dated the 16th July, 1962, has been removed by the Election Commission in exercise of the powers conferred on it by the said clause and section of the said Act:—

Shri Jatindranath Mitra, C/o Srish Chandra Bhadra, Mohantapara, P.O. Jalpalguri, District Jalpalguri, West Bengal.

[No. WB-P/2/62(7-R)/58342.]

New Delhi, the 7th August 1962

**S.O. 2568.**—It is hereby notified for general information that the disqualification under clause (c) of section 7 of the Representation of the People Act, 1951, incurred by the person whose name and address are given below, has been removed by the Election Commission in exercise of the powers conferred on it by the said clause and section of the said Act:—

SCHEDULE

Name and address of the disqualified candidate	Serial No. and name of constituency	Commission's notification No. and date under which disqualified.
1	2	3
Shri Sangayya, Post Jagtial, District Karimnagar, Andhra Pradesh.	37—Karimnagar.	AP-HP/37/62(1), dated 3rd May, 1962.

[No. AP-HP/37/62(1-R)/59464.]

**S.O. 2569.**—In pursuance of sub-rule (5) of rule 89 of the Conduct of Elections Rules, 1961, the Election Commission hereby notifies the name of the person shown in column 1 of the Schedule below who having been a contesting candidate for election to the House of the People from the constituency specified in the corresponding entry in column 2 thereof, at the election held in 1962 has, in accordance with the decision given today by the Election Commission under sub-rule (4) of the said rule, failed to lodge any account of his election expenses and will accordingly become subject to the disqualification under clause (c) of section 7 of the Representation of the People Act, 1951, on the expiration of two months from the date of the said decision.

SCHEDULE

Name and address of contesting candidate	Serial No. and name of constituency
1	2
Shri Vishwanath Prasad, Maharshi, Raiguru, Kailash Ashram, Nipania, Rewa.	Rewa.

[No. MP-P/7/62(15)/59454.]

By Order,

K. K. SETHI, Under Secy.

New Delhi, the 6th August 1962

**S.O. 2570.**—It is hereby notified for general information that the disqualification under clause (c) of section 7 of the Representation of the People Act, 1951, incurred by the person whose name and address are given below, has been removed by the Election Commission in exercise of the powers conferred on it by the said clause and section of the said Act:—

SCHEDULE

Name and address of the disqualified candidate	Serial No. and name of constituency	Commission's notification No. and date under which disqualified
1	2	3
Shri Kishan Lal, Mohalla Acharjan, Bijnor.	5-Bijnor.	UP-HP/5/62(18), dated the 3rd May, 1962.

[No. UP/HP/5/62(18-R)/59228.]

By Order.

C. B. LAL, Under Secy.

*New Delhi, the 6th August 1962*

**S.O. 2571.**—In exercise of the powers conferred by sub-section (1) of Section 13A of the Representation of the People Act, 1950 (43 of 1950), the Election Commission, in consultation with the Government of Rajasthan, hereby nominates **Shri Maya Ram**, as the Chief Electoral Officer for the State of Rajasthan with effect from the date he takes over charge and until further orders *vice* **Shri G. K. Bhanot**.

[No. 154/12/62.]

By Order,

**PRAKASH NARAIN, Secy.**

## MINISTRY OF FINANCE

(Department of Expenditure)

*New Delhi, the 1st August 1962*

**S.O. 2572.**—In exercise of the powers conferred by the proviso to article 309 and clause (5) of article 148 of the Constitution, and after consultation with the Comptroller and Auditor General in relation to persons serving in the Indian Audit and Accounts Department, the President hereby makes the following regulations further to amend the Civil Service Regulations, namely:—

1. These Regulations may be called the Civil Service (Fifth Amendment) Regulations, 1962.

2. In the Civil Service Regulations, the existing note below article 520 shall be numbered as Note 1 and after Note 1 as so renumbered, the following note shall be inserted, namely:—

“Note 2.—The re-employment of any Class I or Class II officer after he has attained the age of 60 years, shall be subject to the prior approval of the Ministry of Home Affairs.”

[No. 18(5)-E.II(B)/62.]

**C. R. KRISHNAMURTHI, Dy. Secy.**

## (Department of Revenue)

INCOME-TAX

*New Delhi, the 6th August 1962*

**S.O. 2573.**—In exercise of the powers conferred by sub-section (6) of section 88 of the Income-tax Act, 1961 (43 of 1961), the Central Government hereby notifies the **Sri Meenakshi Sundareswarar Temple, Madurai**, to be of archaeological and artistic importance for the purposes of the said section.

[No. 44 (F. No. 69/11/62-IT.)]

**D. SUBRAMANIAN, Dy. Secy.**

**(Department of Revenue)****INCOME-TAX ESTABLISHMENTS***New Delhi, the 8th August 1962*

**S.O. 2574.**—Consequent on their postings as Assistant Commissioners of Income-tax, the powers conferred on the following officers by the Ministry of Finance (Department of Revenue) Notification and date mentioned against each, are hereby withdrawn.

Sl. No.	Name of officer	CIT's charge to which posted at present as A.C.	Date from which powers are withdrawn	Notification No. & date under which appointed as Authorised Representative
1.	Shri A. M. Ramakrishnan	West Bengal, Calcutta.	18-5-62 (A.N.)	No. 51/F. No. 2/14/57 Ad. IX, dated 30-9-57.
2.	„ E. D. Helms	Assam, Gauhati.	14-5-62 (A.N.)	No. 23/F. No. 2/9/58-Ad. IX, dated 27-8-58.
3.	„ P. N. Saxena	West Bengal, Calcutta.	18-5-62 (A.N.)	No. 15/F. No. 1/8/57 Ad. IX, dated 22-4-57.

[No. 265.]

M. G. THOMAS, Under Secy.

**(Department of Economic Affairs)***New Delhi, the 8th August 1962*

**S.O. 2575.**—In pursuance of clause (aa) of sub-section (1) of section 10 of the Industrial Finance Corporation Act, 1948, (15 of 1948), the Central Government hereby nominates Shri M. R. Yardi, Joint Secretary, Department of Economic Affairs, Ministry of Finance, to be a Director of the Industrial Finance Corporation of India vice Shri K. S. Sundara Rajan.

[No. F. 2(59)-Corp/62.]

M. K. VENKATACHALAM, Dy. Secy.

**MINISTRY OF COMMERCE AND INDUSTRY***New Delhi, the 9th August 1962*

**S.O. 2576.**—The Government of Mysore having nominated Deputy Minister for Sericulture, Government of Mysore, and Shrimati K. S. Nagarathnamma, Member, Mysore Legislative Assembly, to be members of the Central Silk Board under clause (d) of sub-section (3) of Section 4 of the Central Silk Board Act, 1948 (61 of 1948) in place of Shrimati K. S. Nagarathnamma and Shri A. Sambamurthy, Joint Director of Small Scale Industries, Government of Mysore respectively, the Central Government hereby makes the following amendments in the notification of the Government of India in the Ministry of Commerce & Industry No. S.O. 799 dated the 7th April, 1961, namely:—

In the said notification, for the entries against serial numbers 4 and 8 the following entry shall be substituted, namely:—

“4. Deputy Minister for Sericulture, Government of Mysore, Bangalore.

8. Shrimati K. S. Nagarathnamma, Member, Mysore Legislative Assembly, 2729, 'Alaka' Vani Vilasa Mohalla, Mysore-2.”

[No. F. 22(1)/61-H.S.(2).]

A. VISVANATH, Dy. Secy.

**(All India Handloom Board)**

*Bombay, the 1st August 1962*

**S.O. 2577.**—In pursuance of sub-clause (d) of Clause 2 of the Cotton Textiles (Production by Handlooms) Control Order, 1956, I hereby direct that the following further amendments shall be made in the Textile Commissioner's Notification No. S.R.O. 1589, dated the 23rd June, 1956, namely:—

In the Table appended to the said Notification, for entries in columns (2) and (3) against S. No. 10, the following entries shall be substituted, namely:—

"S. No.	Designation of Officer	Area
1	2	3
10.	(i) Director, Food & Civil Supplies, Delhi. (ii) Assistant Director, Civil Supplies, Delhi. (iii) Civil Supplies Officer, Delhi.	} Delhi."

W. R. NATU,  
Textile Commissioner.

**(Indian Standards Institution)**

*New Delhi, the 7th August, 1962*

**S. O. 2578** In pursuance of sub-regulation (3) of regulation 3A of the Indian Standards Institution (Certification Marks) Regulations, 1955, as amended in 1962, the Indian Standards Institution hereby notifies that it recognizes the British Standard, the particulars of which are given in the Schedule hereto annexed, as an Indian Standard, designated as IS: 2120-1962 Requirements for Electrical Appliances and Accessories.

**THE SCHEDULE**

Sl. No.	Number and Title of the Recognized Standard	Name and Address of the Organisation which prepared and Established the Standard	Brief Particulars	Remarks
(1)	(2)	(3)	(4)	(5)
I	B. S. 816 : 1952 Requirements for Electrical Appliances and Accessories.	British Standards Institution, British Standard House, 2 Park Street, London, W. 1	The requirements contained in this Specification apply to all Electrical devices, other than electronic devices and are designed for use in single- phase A.C. or D.C. circuits in which the declared voltage between conductors exceeds 30 volts A.C. or 50 volts D.C. and does not exceed 250 volts (Price Rs. 2.25).	This Institution has taken steps to pre- pare an Indian Standard on the subject covered by B. S. 816:1952. As soon as the Indian Standard on this subject is establish- ed the recognition given to the British Standard in this Notification will be withdrawn.

Copies of this Standard are available, for sale, with the Indian Standards Institution, Manak Bhavan, 9, Mathura Road, New Delhi-1, and also at its Branch Offices at (i) 232, Dr. Dadabhoy Naoroji Road, Fort, Bombay-1, (ii) Third Floor, 11, Sooterkin Street, Calcutta-13, (iii) 2/21, First Line Beach, Madras-1 and (iv) 14/69, Civil Lines, Kanpur.

[No. MD/13:2:1.]

C. N. MODAWAL,  
Head of the Certification Marks Division.

**MINISTRY OF TRANSPORT AND COMMUNICATIONS****(Department of Communications and Civil Aviation)****(P. & T. Board)***New Delhi, the 9th August 1962*

**S.O. 2579.**—In exercise of the powers conferred by section 21 of the Indian Post Office Act, 1898 (6 of 1898), the Central Government hereby makes the following rules further to amend the Indian Post Office Rules, 1933, namely:—

- (1) These rules may be called the Indian Post Office (Second Amendment) Rules, 1962.
- (2) They shall be deemed to have come into force on and from the 1st July, 1962.

2. In the proviso to sub-rule (1) of rule 44 of the Indian Post Office Rules, 1933, for the figures, letters and words "30th June, 1962", the figures, letters and words "30th June, 1963" shall be substituted.

[No. 48 3/62-CL]

S. L. RAJAN, Director Postal Technical.

**MINISTRY OF FOOD AND AGRICULTURE****(Department of Agriculture)****(I.C.A.R.)***New Delhi, the 9th August 1962*

**S.O. 2580.**—Under Section 4(ix) of the Indian Cotton Cess Act, 1923 (14 of 1923), the Central Government are pleased to appoint Shri L. S. S. Kumar, Additional Director of Agriculture (Research), Kerala, Trivandrum as member of the Indian Central Cotton Committee, Bombay upto 31st March, 1963 *vice* Shri P. M. Sayed.

[No. F. 1(4)/62-Com. IV/III.]

N. K. DUTTA, Under Secy.

**MINISTRY OF WORKS, HOUSING & SUPPLY****(Department of Rehabilitation)****(Office of the Chief Settlement Commissioner)***New Delhi, the 23rd July 1962*

**S.O. 2581.**—In exercise of the powers conferred by Sub-Section (1) of Section 3 of the Displaced Persons (Compensation and Rehabilitation) Act, 1954 (No. 44 of 1954), the Central Government hereby appoints Shri R. P. Kulserestha as Assistant Settlement Officer for the purpose of performing the functions assigned to such officers by or under the said Act with effect from the date he took charge of his office.

[No. 8/225/ARG/60.]

KANWAR BAHADUR,

Settlement Commissioner (A) and *Ex-Officio*

Dy. Secy.

**(Department of Rehabilitation)****(Office of the Chief Settlement Commissioner)***New Delhi, the 8th August 1962*

**S.O. 2582.**—In exercise of the powers conferred on me by sub-section (3) of Section 34 of the Displaced Persons (Compensation and Rehabilitation) Act, 1954 (44 of 1954), I, Shri P. N. Bhanot, Settlement Commissioner, hereby delegate my powers to verify Rehabilitation Grant Applications, received under Rules 95 and 96 of the Displaced Persons (Compensation and Rehabilitation) Rules, 1955, to

Sarvshri Prem Narain and Jamlatrai Gobindram, Settlement Officers, from the date they took over charge of their offices and to Sarvshri Bhagchand G. Chhugani and J. C. Gulati, Settlement Officers, with effect from the 1st May, 1962 and the 2nd June, 1962, respectively.

[No. 6/6/62-ARG.]

P. N. BHANOT, Settlement Commissioner.

## MINISTRY OF HEALTH

*New Delhi, the 25th July 1962*

**S.O. 2583.**—In exercise of the powers conferred by sub-section (2) of section 8 of the Provident Funds Act, 1925 (19 of 1925) the Central Government hereby directs that the provision of the said Act shall apply to the Provident Fund established for the benefit of the employees of the Post-graduate Training Centre in Ayurveda, Jamnagar.

[No. F. 4-38/59-I.S.M.]

**S.O. 2584.**—In exercise of the powers conferred by sub-section (3) of section 8 of the Provident Funds Act, 1925 (19 of 1925), the Central Government hereby adds to the Schedule to the said Act the name of the following public institution, namely:—

“The Post-graduate Training Centre in Ayurveda, Jamnagar.”

[No. F. 4-38/59-I.S.M.]

R. MURTHI, Under Secy.

## MINISTRY OF INFORMATION & BROADCASTING

*New Delhi, the 8th August 1962*

**S.O. 2585.**—In exercise of the powers conferred by Section 5(1) of the Cinematograph Act, 1952 and sub-rule (3) of rule 8 read with sub-rule (2) of rule 9 of the Cinematograph (Censorship) Rules, 1958, the Central Government hereby appoints Shri A. R. Narayana Rao, after consultation with the Central Board of Film Censors, as a member of the Advisory Panel of the said Board at Madras with immediate effect.

[No. 11/4/62-FC.]

**S.O. 2586.**—In exercise of the powers conferred by Section 5(1) of the Cinematograph Act, 1952 and sub-rule (3) of rule 8 of the Cinematograph (Censorship) Rules, 1958 read with sub-rule (3) of rule 9 of the said Rules, the Central Government hereby re-appoints Shri P. Mallikarjuna Rao as a member of the Advisory Panel of the Central Board of Film Censors at Madras for a further term of two years with effect from the 29th June, 1962.

[No. F. 11/3/62-FC.]

R. K. GOVIL, Under Secy.

## MINISTRY OF LABOUR AND EMPLOYMENT

*New Delhi, the 8th August 1962*

**S.O. 2587.**—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Labour Court, Dhanbad, in the matter of an application under section 33A of the said Act from the workmen of the State Bank of Bikaner.

### CENTRAL GOVERNMENT LABOUR COURT AT DHANBAD

APPLICATION No. 1188 of 1961

In the matter of an application under Section 33A of Industrial Disputes Act, 1947 (XIV of 47).

Reference No. 1 of 1960 of National Industrial Tribunal (Bank Disputes), Bombay.

## PARTIES:

The workmen of State Bank of Bikaner at Calcutta represented by the State Bank of Bikaner Employees Union, 14, Netaji Subhas Road, Calcutta-1.  
—Complainants.

Vs.

State Bank of Bikaner, 14, Netaji Subhas Road, Calcutta-1.—Opposite party.

## PRESENT:

Shri C. B. Mitter, M.A., M.L.—Presiding Officer.

## APPEARANCES:

No appearance by either party.

STATE: West Bengal.

INDUSTRY: Banking.

Dhanbad, dated the 24th July, 1962

## AWARD

This application under Section 33A was made to rest on the allegation that the opposite party had, in violation of the Sastry Award, issued a circular on 26th June, 1961 calling upon all the workmen to come and attend work on the 30th of June, 1961, which had been declared a public holiday, although the opposite party had suspended their half-yearly closing of accounts on the 30th June with effect from that year. The reply of the opposite party was that the terms of the Sastry Award had not been contravened by them at all.

2. A petition of compromise is now received under the signature of both the parties from which it would appear that, according to the terms thereof, every workman employee of the Calcutta firm of the opposite party who had attended office on 30th June 1961 would be entitled to enjoy two extra days of casual leave over and above the usual 12 days casual leave in the year 1962. The terms of the compromise do not appear to be unfair, and in view of this position the application under Section 33A is ordered to be disposed of accordingly. The compromise petition will form an integral part of the award.

C. B. MITTER, Presiding Officer.

## BEFORE THE CENTRAL GOVERNMENT LABOUR COURT, DHANBAD

APPLICATION No. 1188 of 1961

The workmen of the State Bank of Bikaner—Applicants.

Vs.

Messrs. State Bank of Bikaner—Opp. party.

The joint application on behalf of the parties hereto.

The parties hereto above named most respectfully sheweth as follows:

1. On or about the 2nd day of August 1961 an application was made on behalf of the applicants being the workmen of the State Bank of Bikaner before the Hon'ble Court under Section 33A of the Industrial Disputes Act, claiming that the opposite party be directed to pay overtime wages to the workmen who attended the office on the 30th June 1961 and for other relief mentioned therein.

2. On or about the 9th April 1962 a reply statement was filed on behalf of the opposite party being the State Bank of Bikaner, Calcutta Branch before this Hon'ble Court disputing the claim of the applicants as aforesaid.

3. Since then the matter has been amicably settled by and between the parties hereto on the following terms:

- (1) In lieu of their claim for overtime wages for 30th June 1961 every workmen employee of the Calcutta Branch of the opposite party who attended office on the 30th June 1961 would be allowed to enjoy extra two days casual leave over and above the usual 12 days casual leave for the year 1962.
- (2) Save as aforesaid, none of the parties shall have any claim whatsoever against the other.

4. In view of the amicable settlement as aforesaid your petitioner, the applicants, therefore, intend that the said claim of your petitioner be treated to be withdrawn and the application need not be proceeded with and your petitioner, the



opposite party also beg to join the applicants for the said withdrawal of the application on the said terms of settlement.

Your petitioners therefore humbly pray your honour for an order that:

(a) the said application of the applicants herein be treated to have been amicably settled and withdrawn.

(b) Both the parties shall bear and pay their respective costs throughout.

And your petitioner as in duty bound shall ever pray.

Dated this 27th day of June 1962.

I, Upendra Narain Jha, Secretary of the State Bank of Bikaner Employees' Union, Calcutta declare that what is stated in paragraphs 1 to 4 above is true to my knowledge. I sign this verification at Calcutta on 27th day of June 1962.

Sd./- UPENDRA NARAIN JHA.

I, Konchady Venkatraya Shenoy, Manager of the Calcutta Branch of State Bank of Bikaner, declare that what is stated in paragraphs 1 to 4 above is true to my knowledge. I sign this verification at Calcutta on 27th day of June 1962.

Sd./- KONCHADY VENKATRAYA SHENOY.

Taken on file.

Sd./- C. B. MITTER,

Presiding Officer,

Central Government Labour Court,  
Dhanbad.

[No. 56(3)/62-LRIV.]

*New Delhi, the 10th August 1962*

S.O. 2588.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Labour Court, Quilon, in the matter of an application under section 33A of the said Act from Shri A. R. Chacko, an employee of the South Indian Bank Limited.

BEFORE THE HON'BLE CENTRAL GOVERNMENT LABOUR COURT, QUILON

PRESENT:

Sri V. K. Madhavan Nair, B.A. & B.L.

IN

COMPLAINT NO. 1 OF 1962

A. R. Chacko, employed as Accountant in The South Indian Bank Ltd., Alleppey.—*Complainant*.

The South Indian Bank Ltd., Head Office, Trichur.—*Opposite party*.

#### AWARD

This complaint was filed before the Hon'ble National Industrial Tribunal (Bank Disputes), Bombay-1 by Sri A. R. Chacko employed as accountant in The South Indian Bank Ltd., Alleppey against the opposite party, the General Manager, The South Indian Bank Ltd., Head Office, Trichur. The substance of the complaint is that the complainant filed L.C.A. 564 of 1961 before the Hon'ble Central Government Labour Court, Delhi claiming special allowance for supervisory work and other benefits provided for such supervisory workmen in the Sastri Award on the allegation that according to the nature of duties allotted to and carried out by him he was entitled to the same and the Hon'ble Central Government Labour Court, in spite of the objections of the opposite party that he was an officer, allowed the same. Thereafter the opposite party unjustifiably and unlawfully deprived of the complainant his usual supervisory duties viz., supervision of the work of the ledger clerks, general clerks and cashier as enumerated in para 4 of the complaint and thereby his condition of service was interfered with the object of depriving him of the supervisory allowance allowed. He prayed in this complaint that the unjustified and high handed action of the opposite party be condemned and his original supervisory duties be restored to him. The complaint was filed under Section 33A of the Industrial Disputes Act and rule 59 of the Industrial Disputes (Central) Rules 1957.

Summons was issued to the opposite party from the said Court and the opposite party filed objections to the complaint filed under S. 33A of the Industrial Disputes Act traversing the allegations raised by the complainant. The management resisted the claim on the ground that the duties alleged are of a managerial status and that since the complainant opted himself to be a workman the said duties were taken away. The parties also filed their documents before the said Court.

Thereafter the Government of India transferred this case to the Central Labour Court, Madras for disposal. Subsequently, the case was withdrawn from the Central Labour Court, Madras and transferred the same to this Court as per Order dated 11th April 1962 for disposal.

After the records were received by this Court notices were issued to the parties for trial of the case at the Ernakulam camp of this Court. The parties appeared before the said court and during the course of the argument they came to a compromise and a compromise petition has been filed, signed by both the parties requesting this Court to pass an award in terms of it.

On a perusal of the terms of agreement I see no reason not to accept the same. I accept the same and pass an award in terms of the compromise petition which will form an Annexure to the said award.

QUILON,

The 30th July 1962

Sd./ V. K. MADHAVAN NAIR,  
Presiding Officer.

BEFORE THE CENTRAL GOVERNMENT LABOUR COURT, QUILON.

COMPLAINT NO. 1 OF 1962

*Memorandum of Settlement*

Sri A. R. Chacko, Accountant, The South Indian Bank Ltd., Alleppey.—*Complainant.*

*Vs.*

The South Indian Bank Ltd., Head Office, Trichur.—*Opposite party.*

1. Without prejudice to the contentions of both parties in the appeal filed by the Bank before the Supreme Court from the decision of the Central Labour Court, Delhi in application No. LCA No. 564 of 1961 the parties hereby agree that Sri A. R. Chacko will continue to discharge all his duties as Accountant which he was discharging immediately before filing the above application except signing for and on behalf of the Bank. This will not affect Sri A. R. Chacko initialling the statements and ledgers when he checks them.

2. This agreement is subject to the decision of the Supreme Court in the appeal filed by the Bank above referred to Sri Chacko's rights, if any, under the new award will not be affected by this agreement.

In view of the settlement it is humbly prayed that the Honourable Labour Court be pleased to accept the settlement and pass an award in terms thereof.

Dated this the 17th day of July 1962.

1. A. R. CHACKO,  
Complainant. 7/7/1962.

2. For The South Indian Bank Ltd.  
(Sd.) Chief Accountant  
(opposite party)

Sd./- V. K. MADHAVAN NAIR,  
Presiding Officer.

[No. 56(10)/62-LRIV.]

ORDER

*New Delhi, the 10th August 1962*

**S.O. 2589.**—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the National Insurance Company Limited, Bombay and their workmen in respect of the matter specified in the Schedule hereto annexed;

And whereas, the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Industrial Tribunal, Bombay, constituted under section 7A of the said Act.

#### SCHEDULE

Whether the management of the National Insurance Company Limited, Bombay was justified in dismissing Shri K. P. D. Tiwari, Peon, from the service of the company with effect from 21st November 1961? If not, to what relief is he entitled?

[No. 70(14)/62-LRIV.]

G. JAGANNATHAN, Under Secy.

*New Delhi, the 9th August 1962*

**S.O. 2590.**—In pursuance of sub-rule (3) of rule 3 of the Dock Workers (Regulation of Employment) Rules, 1962, the Central Government hereby appoints Shri D. M. Tulpule, as a member of the Bombay Dock Labour Board vice Shri H. N. Trivedi, resigned, and directs that the following further amendment shall be made in the notification of the Government of India in the Ministry of Labour and Employment, No. S.O. 2526, dated the 9th November, 1959, namely:—

In the said notification, in the entries under the heading "*Members representing the dock workers*", in item (5), for the entry "Shri H. N. Trivedi", the entry "Shri D. M. Tulpule" shall be substituted.

[No. 519/7/60-Fac.]

BALWANT SINGH, Under Secy.

*New Delhi, the 9th August 1962*

**S.O. 2591.**—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Patna, in the industrial dispute between the employers in relation to the Aluminium Corporation of India and their workmen.

**BEFORE SHRI H. K. CHAUDHURI, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, PATNA**

REFERENCE No. 25(C) OF 1962

*Employers in relation to the Aluminium Corporation of India Limited, Bauxite Mines, Lohardaga and their workmen*

#### AWARD

*Dated the 31st July 1962*

This industrial dispute between the Aluminium Corporation of India Limited, Bauxite Mines, Lohardaga and their workmen represented by the Chotanagpur Bauxite Workers' Union, Lohardaga was referred to this Tribunal for adjudication by the Central Government under Section 7A and clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act. The specific matters in dispute were as follows:

How far the demands of the workmen in respect of the following matters are justified:—

- (i) Revision of wages,
- (ii) Provision of medical facilities,
- (iii) Supply of uniforms to chowkidars, drivers, cleaners and shot-firers; and
- (iv) Supply of torch lights to shot-firers.

2. Notices were duly issued to the parties calling upon them to submit their written statements. The parties, however, did not file any written statement and instead filed a petition of compromise on the 17th July, 1962.

3. So far as Issue No. (i) is concerned the parties have agreed to revision of the existing wage rates in respect of several categories of workers, such as, daily

rated workmen at the mines, road mazdoors, female labourers, blasters, helpers and piece-rated workers. With regard to one Mathura Singh it was agreed that he would be granted increase in his daily wages at a certain rate. The revised rates of wages are to come into effect from 22nd June, 1962.

4. Issue No. (ii) which relates to medical facilities was not pressed by the union.

5. Issue No. (iii) regarding supply of uniform to certain categories of workers it was agreed that the management would supply uniforms to drivers, cleaners, chaprasis and darwans @ 2 shirts and two half pants of soot cotton per worker per year after completion of six months' continuous service.

6. As to issue No. (iv) relating to supply of torch lights to shot-firers the management agreed to supply them at the time of blasting when necessary.

7. The parties also appears to have come to a settlement regarding certain other demands which were not the subject-matter of this reference.

8. It was finally agreed that the agreement arrived at shall remain in force for a period of 18 months and would continue to remain in force in future until such time as it was terminated by either party by giving notice as per provision of Industrial Disputes Act.

9. The petition of compromise which embodies an overall agreement on all outstanding disputes including the issues under reference appears to be fair and reasonable and I accept it.

10. I give my award in regard to the issues under reference in terms of the petition of compromise. The compromise shall form part of the award as Annexure A.

(Sd.) H. K. CHAUDHURI,

Presiding Officer,

Industrial Tribunal, Patna, 31-7-62

Recorded at my dictation  
& corrected by me.

(Sd.) H. K. CHAUDHURI,  
P.O., I.T., Patna, 31-7-62.

#### ANNEXURE A

BEFORE SRI HEMANT KUMAR CHAUDHURY, CENTRAL INDUSTRIAL  
TRIBUNAL, PATNA

*In the matter of Government of India Order of Reference No. 25/C/1962 dated  
2nd June, 1962.*

AND

In the matter of Industrial dispute

BETWEEN

Aluminium Corporation of India Ltd, Bauxite Mines, Lohardaga, Head Office,  
Calcutta and their workmen represented by Chotanagpur Bauxite Workers' Union,  
Lohardaga.

*Joint Petition of the parties:*

Most Respectfully Showeth:—

1. That an Industrial Dispute on the following four issues has been referred to the learned Industrial Tribunal for adjudication:—

- (i) Revision of wages;
- (ii) Provision of Medical facilities.
- (iii) Supply of Uniforms to Chaukidars, Drivers, Cleaners and Shot-firers,  
and
- (iv) Supply of Torchlights to Shot-firers.

2. That a settlement has been arrived at between the parties out of court as per memorandum of settlement enclosed herewith.

3. That there is now no Industrial Dispute between the parties on any of the four issues referred to the Tribunal.

It is therefore prayed that the learned Tribunal may be pleased to incorporate the terms of the settlement in its award and give the award accordingly and for this act of kindness your humble petitioners as in duty bound shall ever pray.

for Chotanagpur Bauxite Workers' Union.

Sd. Madanlal Agarwal,  
Asst. Secretary.

For The Aluminium Corporation  
of India Ltd.,

Sd D. PRAKASH,  
Personnel Officer.

Memorandum of settlement between the Aluminium Corporation of India Ltd., Lohardaga and its workmen in relation to Pakhar Bauxite Mines Establishment, connected Road construction and Railway Yard, represented by the Chotanagpur Bauxite Workers' Union, Lohardaga on 4th July 1962.

*Representing Employer:*

*Representing Workmen:*

1. Shri D. Prakash, Personnel Officer.
2. Shri J. C. Jain, Bauxite Incharge.

1. Shri M. L. Agrawal.

*Preamble.*—The Chotanagpur Bauxite Workers' Union had written to the Management on 20th April 1962 that the workmen at Pakhar mines establishment, connected road construction and Railway yard had resigned membership of the Union. The Union has re-written on 18th June 1962 that the workmen have rejoined the Union and it has got the representative capacity on behalf of the workmen.

*Short Recital of the case.*—The Company had dismissed Sarvashri Basua Oraon, Kandra Ganjhu, and Sania Ganjhu with effect from 21st. July, 1960 and Sarvashri Sodhan Asur, Sk. Aliuddin, Sk. Jalel, Ludua Oraon and Dibra Kujur with effect from 24th October, 1960. The Union raised sixteen demands including the demand of re-instatement of the said dismissed workmen on 18th November 1961 and the matter was taken up before the Conciliation Officer, Hazaribagh. In the course of conciliation proceedings the Union did not press and withdrew the demand No. 4, 7 & 13, out of remaining demands 3, 5, 8, 9, 10, 11, 12, 14, 15 and 16, demands on issues namely, (1) Revision of Wages, (2) Revision of medical facilities, (3) Supply of Uniforms, (4) Supply of Torch lights to shot-firers have been referred by the Government of India to the Central Industrial Tribunal, Patna for adjudication vide its order of reference No. 25C of 1962 dated 2nd June, 1962.

Mutual negotiations between the representatives of the management and representatives of the Union were again held and after discussions the following agreement has been arrived at:

*Terms of settlement*—1. It is agreed by the workmen including the dismissed workmen and the Union that Sarvashri Basua Oraon, Kandra Ganjhu and Sania Ganjhu shall stand dismissed with effect from 21st July, 1960 and Sarvashri Sodhan Asur, Sk. Aliuddin, Sk. Jalel, Luduwa Oraon and Dibu Kujur shall stand dismissed with effect from 24th October, 1960.

2. It is agreed between the parties that the management will give employment to the following workmen in their places as shown below:—

*Name of dismissed workmen:*

*Name of persons employed:*

1. Shri Kandra Ganjhu
2. Shri Sodhan Asur
3. Shri Sk. Aliuddin alias Farosh.
4. Shri Sk. Jalel.
5. Shri Dibu Kujur.

1. Shri Budhiman Ganjhu.
2. Shri Bigua Asur.
3. Shri Aliuddin.
4. Shri Sk. Seraj.
5. Shri Rawal Kujur.

3. It is agreed between the parties that the above named workmen will be kept in permanent cadre. It is further agreed that if the work of any workman is found unsatisfactory within six months from the date of employment, the management will have its usual right to terminate his service.

4. It is further agreed between the parties that the management shall make *ex-gratia* payment to the dismissed workmen as shown below against each name:

1. Sri Kandra Ganjhu	Rs. 57.02	
2. „ Sodhan Asur.	52.35	
3. „ Sk. Ahuddin	108.45	Payment already
4. „ Sk. Jalel	106.83	received by the
5. „ Luduwa Oraon	44.47	workmen.
6. „ Dibru Kujur	54.35	

5. It is agreed between the parties that Shri Basua Oraon and Shri Sania Ganjhu will receive payment of their dues in full and final settlement of their account and Sarvashri Sodhan Asur, Sk. Ahuddin, Sk. Jalel, Luduwa Oraon and Dibru Kujur have already received their dues in full and final settlement of their account.

6. It is further agreed between the parties that the dismissed workmen named above (excepting Sk. Jalel who was not member of P.F.) shall make an application to the Trustees of P.F. through the Bauxite Incharge, Lohardaga for payment of their P. F. dues and their Provident Fund dues will be paid according to P.F. Rules by the Trustees.

7. It is agreed by the workmen including the dismissed workmen and union that no dispute regarding dismissed workmen shall be raised in future before any authority.

8. Issue No. 1 before the Industrial Tribunal, Patna (Demand No. 1,2,5,6&8).

It is agreed between the parties as follows:—

(a) The wages of Daily-rated workers would be increased as under:—

Category	Existing wage-rates	Revised wage-rates
Daily rated workmen at mine	Basic . . . . .	0-8-0 Basic . . . . . 0-10-0
	D.A. . . . .	0-12-0 D.A. . . . . 1- 0-0
	Cash allowance . . . . .	0- 4-0 Grain allowance . . . . . 0- 3-0
	Grain Allowance . . . . .	0- 3-0
	TOTAL . . . . .	1-11-0 Rs. . . . . 1-13-0

(b) The wages of road mazdoor, would be increased as under:—

Category	Existing wage-rates	Revised wage rates
Road Mazdoor	Basic . . . . .	0- 9-0 Basic . . . . . 0-10-0
	D.A. . . . .	0-12-0 D.A. . . . . 1- 0-0
	Cash Allowance . . . . .	0- 4-0 Grain allowance . . . . . 0- 3-0
	Grain allowance . . . . .	0- 3-0
	TOTAL . . . . .	1-12-0 Rs. . . . . 1-13-0

(c) The wages of female workers would be increased as under:—

Category	Existing wage-rates	Revised wage-rates
Female Labourers	Basic . . . . .	0- 6-0 Basic . . . . . 0- 8-0
	D.A. . . . .	0- 9-0 D.A. . . . . 0-13-0
	Cash allowance . . . . .	0- 5-0 Grain allowance . . . . . 0- 3-0
	TOTAL . . . . .	1- 4-0 Rs. . . . . 1- 8-0

(d) The blasters and helpers would be paid blasting allowance per hour for the period of blasting as under:—

(i) Blasters—12 nP. per hour of blasting.

(ii) Helpers—9 nP. per hour of blasting.

This payment of allowance will be in addition to the wages specified above.

(e) Shri Mathura Singh will be granted an increase of 15 nP. in his wages per day.

(f) The piece rated workers employed in raising Bauxite will be given an increased piece rate both for Bauxite & overburden as shown under:—

Category	Existing piece rate per pawna of 25 cft. with one lead or one lift	Revised piece rate per pawna of 25 cft. with one lead or one lift
Piece rated workers at Mines	56 nP.	63 nP.

The existing rates of lead and lift of 12 nP. per pawna of 25 cft. would continue.

(g) It is agreed between the parties that the above increase in rates would come into effect with effect from 22nd June, 1962.

(h) It is further agreed between the parties that the management would deal with the subject of revision of pay of drivers, cleaners, and other monthly rated staff including supervisors separately. The issue No. 1 is settled accordingly.

8. Issue No. 2 before the Industrial Tribunal, Patna—Provision of Medical facilities (Demand No. 9): The union agrees not to press the demand before the Tribunal. Issue No. 2 is settled accordingly.

9. Issue No. 3 before the Industrial Tribunal, Patna (Demand No. 10).

It is agreed between the parties that the management would supply uniform to Drivers, cleaners, Chaprasis and Darwans at the rate of two shirts and two half pants of sutti cotton per year, after completion of 6 months continuous service. Issue No. 3 is settled accordingly.

10. Issue No. 4 before the Industrial Tribunal, Patna (Demand No. 11).

The management agrees to supply torchlight to the shot firers at the time of blasting when necessary. The management will supply two torchlights to the Mines Manager who will issue the same to the Shot firers when required for the duration of blasting. The Issue No. 4 is settled accordingly.

## II. Demand No. 3:

It is agreed between the parties that those workmen who are entitled to be enrolled as members of P.F. according to Corporation P.F. Rules, would apply and they would be enrolled as such.

12. Demand No. 12.—It is agreed between the parties that this demand would be discussed later on.

13. Demand No. 14.—It is agreed between the parties that practical suggestions if any would be submitted by the union to the management. The suggestions would be considered by the management keeping in view the cost involved.

14. Demand No. 15.—It is agreed between the parties that those workmen who have been engaged against permanent vacancies and who have put in satisfactory services for a continuous period of 6 months or more would be confirmed according to the provisions of the Standing Orders.

15. Demand No. 16.—This demand is settled as shown in paragraph Nos. 1 to 7 of this agreement.

16. It is agreed by the management that the rate of Water Carrier will be increased from 12 nP. to 19 nP. per Bhar with effect from 4th July, 1962.

17. The union assures the management to give full production and not to indulge in stoppage of work, slow down and indiscipline of any kind whatsoever and further agrees to adopt peaceful and constitutional methods for the redressal of grievances if any.

18. It is agreed between the parties that this agreement shall remain in force for a period of eighteen months from the date of agreement and shall continue to remain in force in future until such time it is terminated by either of the parties by giving notice as per provisions of the Industrial Disputes Act.

Signature of Employer's

Representative.

Sd. D. PRAKASH, 4-7-62.

Signature of Workmen's  
Representative.

Sd. MADANLAL AGGARWAL, 4-7-62.

Witnesses:

Sd. Illegible, 4-7-62.

Sd. Illegible, 4-7-62.

[No. 23/18/62-LRII.]

**S.O. 2592.**—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Dhanbad, in the industrial dispute between the employers in relation to the Digwadh Colliery and their workmen.

**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL,  
DHANBAD.**

REFERENCE No. 56 OF 1961

**PARTIES:**

Employers in relation to the Digwadh Colliery

**AND**

their workmen.

**PRESENT:**

Shri Sa'im M. Merchant, Presiding Officer.

Camp: Bombay, dated 3rd August 1962.

**APPEARANCES:—**

*For the employers:*—Shri S. N. Singh, Welfare Officer with Shri Lal Behari Mahato, Clerk, Personnel Department.

*For the workmen:*—Shri Lalit Barmen with Shri Ram Mitra of the Bihar Koyla Mazdoor Sabha.

**STATE:** Bihar.

**INDUSTRY:** Coal Mining.

**AWARD**

The Central Government, by the Ministry of Labour and Employment's Order No. 2/130/61-LRII dated 21st July 1961, made in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), was pleased to refer the industrial dispute between the parties above named, in respect of the subject matters specified in the following schedule to the said order, to me for adjudication:—

**SCHEDULE**

- (1) "Whether the management was justified in terminating the services of Shri Jaldhar Singh.
- (2) If not, to what relief is he entitled?"

2. It is the union's case that Shri Jaldhar Singh was a permanent employee of the company in the Digwadh Colliery, having worked as coal cutter since 14th July 1950 and that he had fulfilled all the conditions of a permanent workman under the company's standing orders. The union has stated that having become a permanent workman he had joined the provident fund—his account number being C/202298; that during 1960 he had put in more than 240 days' attendance and that the management had acted illegally and unjustifiably in terminating his services without notice on and from 9th January 1961 by refusing to give him work when he reported for duty on that date in the scheduled shift. It is admitted that, thereafter, the union raised an industrial dispute which was referred to the Conciliation Officer, but the conciliation proceedings ended in failure after which this reference was made.

3. The company in its written statement has stated that Jaldhar Singh was working, "as a substitute in various vacancies in different categories since the date of his appointment on 23rd September 1957"; that he was working as a stone cutter



against temporary jobs, as and when required; that he was working in various vacancies in different categories at different rates of pay and that he was put off from work when there was no more work available for him. It has, therefore, denied that Jaldhar Singh was a permanent workman. It has submitted that the management was justified in terminating his services without notice on and from 9th January 1961 as per conditions of service.

4. Though the union's case has been that Jaldhar Singh was a permanent workman since 1950 and in support it has filed three documents viz., (1) a charge-sheet dated 29th June 1955 issued to Jaldhar Singh in which he is described as a stone cutter charging him with the misconduct of having absented himself without permission from 16th June 1955 (exhibit W-1), (2) letter dated 28th August 1958 from the Manager, Digwadih Colliery addressed to Jaldhar Singh as stone cutter in the Digwadih Colliery [exhibit W-2(a)], (3) notice dated 23rd September 1958 from the Welfare Officer of Digwadih Colliery, in which also Jaldhar Singh is described as stone cutter, intimating to him that the enquiry on the charge-sheet dated 11th September 1958 served on him would be held on 26th September 1958 [exhibit W-2 (b)] and (4) letter dated 24th October 1958 addressed to Jaldhar Singh, in which also he is described as stone cutter, suspending him for 10 days for being found guilty of misconduct of having occupied the company's quarters unauthorisedly for which he was charge-sheeted by the charge-sheet dated 11th September 1958 [exhibit W-2(c)]. Shri S. N. Singh, for the management, has, however, argued that it was a practice in this company to issue charge-sheets and suspension orders even on temporary workers. The union had asked for and examined certain records of the management and at the hearing on 12th July 1962 the management produced certain of the records which Shri Ram Mitra had examined earlier. Shri Ram Mitra, however, stated that all the records which he had examined and called for had not been produced by the management. From the documents on record the union has not been able to establish that Jaldhar Singh was a permanent employee of the company. The documents, however, establish that the statement in the company's written statement that Jaldhar Singh was appointed on 23rd September, 1957 is clearly incorrect. Shri Ram Mitra, however, did not insist on the production of the other documents which he had not examined, but contended himself with his alternative contention that even if it was held that Jaldhar Singh was not a permanent workman but was only a badli worker, as stated by the management, inasmuch as he had put in 240 days' attendance during the years 1959 and 1960 prior to termination of his services on 9th January 1961, the provisions of Section 25F of the Industrial Disputes Act applied to him and that as the company had failed to comply with those provisions before retrenching him from service, the termination of his services was illegal and unjustified.

5. That Jaldhar Singh had put in an aggregate of 240 days' work during 1959 and 1960 upto 9th January 1961 is not denied by the management. In fact from the typed statement filed by the management it is clear that Jaldhar Singh had put in more than 240 days' work in each of those years upto 9th January 1961, though according to the company's statement he had worked on certain days in different categories other than those of a stone cutter.

6. Now, Shri S. N. Singh on behalf of the company whilst admitting that his service had continued for a period of more than 12 calendar months during which he had put in on an aggregate more than 240 days' actual work, has contended that the provisions of section 25F of the Industrial Disputes Act apply to temporary workmen only if they have put in at least 240 days' continuous work in the year and that as it was not established that Jaldhar Singh had put in 240 days continuous work in 1959 or 1960 prior to the termination of his services from 9th January 1961, it was not necessary for the company to have given him any notice or paid him any retrenchment compensation before terminating his services. In other words, his contention is that Jaldhar Singh having failed to put in 240 days' continuous work in 1959 or 1960 upto 9th January 1961 the provisions of section 25F did not apply to him and consequently the termination of his service must be held to be legal and justified.

7. There can be no doubt, on the facts stated above and the statements made by the company in its written statement, that Jaldhar Singh's services were terminated because the management did not have work for him and that therefore, this is a case of retrenchment as defined by section 2(o) of the Act, as it is admitted that his services were not terminated as a punishment inflicted by way of disciplinary action and none of the exceptions of that section viz. (a) voluntary retirement (b) retirement on reaching the age of superannuation or

(c) termination on the ground of continued ill-health, apply to him. Now, Section 25F of the Act provides as follows:—

"No workman employed in any industry who has been in continuous service for not less than one year under an employer shall be retrenched by that employer until—

- (a) the workman has been given one month's notice in writing indicating the reasons for retrenchment and the period of notice has expired, or the workman has been paid in lieu of such notice, wages for the period of the notice;

Provided that no such notice shall be necessary, if the retrenchment is under an agreement which specifies a date for the termination of service;

- (b) the workman has been paid, at the time of retrenchment, compensation which shall be equivalent to fifteen days' average pay for every completed year of service or any part thereof in excess of six months; and

- (c) notice in the prescribed manner is served on the appropriate Government."

It is not disputed that no notice as required by this section was given to the workman or any wages paid in lieu of notice, nor was any retrenchment compensation paid to him. For the application of section 25F two things are necessary to be proved (1) that it is a case of retrenchment and (2) that the workman has been in continuous service for not less than one year. With regard to this being a case of retrenchment, there cannot be the least doubt from the company's own written statement that this is clearly a case of retrenchment and the case was argued also on that footing. Therefore, the only other question that remains to be considered before the provisions of section 25F can be held to be applicable, is whether Jaldhar Singh had been in continuous service for not less than one year. Section 25B of the Act, which defines what one year of continuous service means, provides as follows—

"For the purposes of sections 25C and 25F, a workman who, during a period of twelve calendar months, has actually worked in an industry for not less than two hundred and forty days shall be deemed to have completed one year of continuous service in the industry".

The rest of the section is not material for the purposes of this case. Therefore, the two important conditions prescribed by this section are, as held by Shri H. K. Choudhury, Presiding Officer of the Central Government Industrial Tribunal at Patna, in his Award dated 30th June 1962 in Reference No. 84 of 1961 and 10 of 1962,—(a) the service must have continued during a period of 12 calendar months and (b) the aggregate of actual work must have been not less than 240 days. As I have stated earlier, the company's statement filed in these proceedings shows that during each of the years 1959 and 1960 Jaldhar Singh had put in more than 240 days' work. It must, therefore, be held that Jaldhar Singh had complied with the second condition prescribed by section 25B. Now, with regard to the first condition Shri S. N. Singh, Welfare Officer of the Company has argued that what is required is that 240 days' continuous service should have been put in during the year. In support of that contention he has relied upon the provisions of section 2(eee) of the Act which provides as follows:—

"'Continuous service' means uninterrupted service, and includes service which may be interrupted merely on account of sickness or authorised leave or an accident or a strike which is not illegal, or a lock-out or a cessation of work which is not due to any fault on the part of the workman."

In support of his contention, Shri S. N. Singh has relied upon a decision of the Second Industrial Tribunal, West Bengal, in the dispute between Messrs Presidency Jute Mills, P.O. Risra, Dist. Hooghly and their workmen represented by Bengal Chatkal Mazdoor Union (*vide* Calcutta Gazette dated January 3, 1961). In that case the learned Tribunal held that the definition of "continuous service" as in section 2(eee) will govern the words "continuous service" in section 25B and the first condition of continuous service in terms of that section must be fulfilled in order to entitle the workman to receive compensation under section 25F. The learned Tribunal further observed that there is nothing in the language of section 25B to suggest that "continuous service" for the number of days mentioned in that section was not necessary.

8. This contention was also urged by Shri S. N. Singh in the dispute regarding the termination of the services of 6 other workmen of this very colliery, which was pending before this Tribunal—Reference No. 84 of 1961—and which was subsequently transferred to the Central Government Industrial Tribunal at Patna—being Reference No. 10 of 1962 before that Tribunal. Shri H. K. Chaudhury the learned Presiding Officer of that Tribunal, has in his Award dated 30th June 1962, referred to earlier, differed from the view of the West Bengal Tribunal and has preferred to accept the opinion of the Industrial Tribunal, Bombay, in the case of Alcock Ashdown & Co. Ltd., (1956 1 LLJ p. 634 at page 635) where the learned Tribunal dealing with the provisions of sections 25C and 25F observed as follows:—

“He must satisfy two conditions before he can claim the benefits afforded by Sections 25C and 25F. The first condition is that he must have put in twelve calendar months’ service with the company. The second condition is that during this service of twelve calendar months he must have actually worked for not less than 240 days. Unless he satisfies both these conditions, he cannot claim to have put in one year of continuous service within the meaning of Section 25B. If a workman completes 240 days of actual work within, say, eleven months of service, he cannot be said to have actually worked for not less than 240 days during the period of 12 calendar months as laid down in the section.”

The Bombay Tribunal further observed as follows:—

“The very expression “one year of continuous service” postulates one full year of service with the company. The section only prescribed the minimum number of days on which work must be done during this period. A similar view was taken by Shri Salim M. Merchant in the complaint (IT) No. 80 of 1954 in Ref. (I.T.) No. 81 of 1953 (Bombay Government Gazette, part 1-L, dated 7th October, 1954, p. 2734)”.

Shri Chaudhury, in his said award dated 30th June 1962, has agreed with the views expressed by the Bombay Tribunals and has stated that he was unable to agree with the view expressed by the Calcutta Tribunal. Shri Chaudhury further went on to observe:—

“The interpretation of 3.25B as made in the Bombay case appears to me to be more sound. There, the learned Tribunal rightly pointed out that in order to enable a workman to claim the benefits of sections 25C and 25G it was necessary for him to satisfy two conditions, namely, that he must have put in 12 calendar months’ service with the company and that during this service of 12 calendar months he must have actually worked for not less than 240 days. As soon as these two conditions are satisfied the case would come within the purview of section 25F of the Industrial Disputes Act. In my opinion, section 25B clearly indicates that the requirement of one year’s “continuous service” would be deemed to be satisfied as soon as a workman has worked for 240 days during a period of 12 calendar months. If it was the intention of the Legislature that for purposes of “continuous service” under section 25F the definition of section 2(eee) was to prevail, it would have been unnecessary to lay down in Section 25B as to what was to be deemed as “continuous service”. This definition of “continuous service” in Section 25B is for the special purposes of Sections 25C and 25F. When the same words or phrases are used in different parts of the same statute they would ordinarily receive the same meaning unless the context or object requires otherwise. From the context there is in this case sufficient reason to construe the “continuous service” in a sense different from that which they bear in Section 2(eee). The mention of 12 calendar months has, I think, considerable significance. This condition is germane only to the question of continuity and not to the aggregate days of service. My finding, therefore, is that the present case falls within the purview of Section 25F and that workman Ramsarup not having been served with a notice or paid retrenchment compensation the management is guilty of violation of that section. The Supreme Court has laid down in 1960 1 LLJ p. 251 that a retrenchment cannot be held to be valid till the compensation is paid. All conditions laid down in the section must have been complied with as a pre-requisite. In the result I hold that the management is liable to pay compensation to the workman.”

of Ramsarup. I direct that this workman be reinstated with full back wages."

9. With respect, I am in entire agreement with the construction put by Shri H. K. Chaudhury on the interpretation of section 25B, and in this Award I have adopted his reasoning. In this case, as the opposite party, Jaldhar Singh, had clearly put in more than 12 months' service and had also put in work for more than 240 days, in each of the years 1959 and 1960 and he has not been served with a month's notice nor paid retrenchment compensation there has not been compliance of section 25F of the Act, and it must, therefore, be held that the management was not justified in terminating the services of Jaldhar Singh and I direct that he be reinstated in service with full back wages to be paid to him within a month of the date this Award becomes enforceable.

10. Considering, that Jaldhar Singh has subsequent to this reference been taken as a permanent employee in the post of a Trammer, I do not order any costs

Sd/-

SALIM M. MERCHANT,  
Presiding Officer,  
Central Government Industrial  
Tribunal, Dhanbad.

[No. 2/130/61-LRII.]

## ORDERS

*New Delhi, the 8th August 1962*

**S.O. 2593.**—Whereas, the Central Government is of opinion that an industrial dispute exists between the employers in relation to the Pure Chirimiri Colliery of the Central India Coal Fields Limited, P.O. Chirimiri, District Surguja and their workmen in respect of the matters specified in the Schedule hereto annexed;

And, whereas, the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Industrial Tribunal, Bombay, constituted under section 7A of the said Act.

### SCHEDULE

Whether the demand of the workmen employed in Pure Chirimiri Colliery of the Central India Coal Fields Limited, P.O. Chirimiri, District Surguja, for the payment of sick-khoraki with effect from the 1st May, 1962 is justified? If so, at what rate?

[No. 5/13/62-LRII.]

**S.O. 2594.**—Whereas, the Central Government is of opinion that an industrial dispute exists between the employers in relation to the New Jamehari Khas Colliery, P.O. J. K. Nagar, Burdwan, West Bengal and their workmen in respect of the matters specified in the Schedule hereto annexed;

And whereas, the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Industrial Tribunal, Calcutta, constituted under section 7A of the said Act.

### SCHEDULE

Whether the management of New Jamehari Khas Colliery, P.O. J.K. Nagar, Burdwan, West Bengal, was justified in terminating the services of 5 loaders, namely, Sarvashri Changar, Akalu, Lerha, Ramker and Rambrich, with effect from the 26th February, 1962. If not, to what relief they are entitled?

[No. 2/57/62-LRII.]

*New Delhi, the 9th August 1962*

**S.O. 2595.**—Whereas, the Central Government is of opinion that an industrial dispute exists between the employers in relation to the East Nimcha Colliery, P.O. J. K. Nagar, Burdwan, West Bengal and their workmen in respect of the matters specified in the Schedule hereto annexed;

And, whereas, the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Industrial Tribunal, Calcutta, constituted under section 7A of the said Act.

#### SCHEDULE

Whether the dismissal of the workmen named in the Table below by the management of the East Nimcha Colliery was justified and if not, to what relief are they entitled?

#### TABLE

1. Bijal Dusadh
2. Karlman Ravidas
3. Sital Pd. Pashi
4. Mahendra Kairi
5. Ramayan Kairi
6. Ramgati Revidas
7. Narayan Munchi
8. Ramparakh Rajbhar
9. Jagarnath Telli
10. Ch. Pairoo Bhuya
11. Bisawnath Kolri
12. Ramlachan Ahir
13. Siraj Rajbhar
14. Nandlall Ravidas
15. Baldeo Bhuya
16. Ramprasad Ahir
17. Ram Khelwan Das
18. Gajadhar Rajbhar
19. Tajmulla Mia
20. Ramgulam Ravidas
21. Ramdhanl Ahir
22. Rajkumar Rajbhar
23. Lalbehari Ahir
24. Dasai Kahar
25. Budhiram Ravidas
26. Rajeswar Kolri
27. Maiku Kurmi
28. Ram Ashrey Ravidas
29. Ashgarh Mia
30. Rattu Pashi
31. Arjun Gope
32. Rameswar Passman
33. Musso Pasman
34. Kishun Chamar
35. Chalitar Ravidas
36. Ratuli Gope.

**S.O. 2596.**—Whereas, the Central Government is of opinion that an industrial dispute exists between the employers in relation to the Madhuband Colliery and their workmen in respect of the matters specified in the Schedule hereto annexed;

And, whereas, the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Industrial Tribunal, Dhanbad, constituted under section 7A of the said Act.

#### SCHEDULE

Whether or not the transfer of Sardar Jagir Singh, Underground Incharge, from Madhuband Colliery to Central Sounda Colliery and his ultimate discharge from service was legal and justified. If not, to what relief is he entitled?

[No. 2/228/61-LRII.]

A. L. HANDA, Under Secy.